



## *Report to the Auburn City Council*

Action Item

10

Agenda Item No.

City Manager's Approval

**To:** Mayor and City Council Members  
**From:** Mark D'Ambrogio, Fire Chief  
**Date:** May 26, 2009  
**Subject:** Fire Department Cost Recovery Program, Motor Vehicle Incidents

### **The Item**

This is an informational item regarding the possibility of fee collection (reimbursement) for certain motor vehicle type incidents through a Professional Services Agreement with a contract vendor.

### **Recommendation**

Staff respectfully requests the Council, after review of this item, provide direction to staff to either pursue this program and bring forth at a later meeting all required information and documentation for approval or not to proceed any further at this time with this program.

### **Information**

The Auburn City Fire Department would like the City Council to consider implementing a cost recovery program for non Auburn City citizens involved in at-fault motor vehicle related incidents. Cost recovery would be performed by a vendor who directly bills the driver's insurance company, no individual party is billed.

Currently the Fire Department has a fee schedule in place to bill for services that include: parties who through negligent action cause a fire; restitution in court cases involving setting of fire and negligent acts while operating a motor vehicle; reimbursement for response to agencies under the California Fire Assistance Agreement; and events that would require "standby" or

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services of the fire department "pre-incident". Staff has been following a growing trend among in the fire service; not only local but nation wide, where a third party vendor is utilized to bill vehicle insurance companies when their insured driver is involved in an at-fault motor vehicle incident requiring a response from a fire department. Typical services provided at such incidents include: fire suppression, patient extrication, medical treatment, traffic control, hazardous debris removal, and command and control. While some jurisdictions collect for incidents involving any driver, many jurisdictions are collecting only for incidents involving individuals residing outside their jurisdiction. Staff has reviewed this program considering the later; pursuing collection only from non Auburn City residents.

Fire Recovery USA is a vendor that provides this service nationwide and is located in the City of Roseville. Staff has been in contact with this vendor and obtained numerous informational items about this service. Basically the vendor directly bills the insurance company of the individual(s) involved in a vehicle incident the fire department responds to. Most, if not all vehicle insurance companies have a provision in their policies stipulating payment for fire department services provided at the scene of a vehicle incident.

In brief, when a fire department responds to a vehicle incident, they collect information on the parties involved, including the vehicle insurance carrier. The fire department reports this information to the vendor who invoices the insurance company directly. The vehicle operator/owner does not receive an invoice, nor are they contacted. The amount of the invoice is based upon the level of service provided at the emergency scene. Rates from the vendor can be used based upon typical average costs as calculated by the vendor or established by each jurisdiction based on adopted fee schedules. It is suggested the fire department utilize the existing Fire Department Fee Schedule for Services for this program. The vendor collects from the insurance company, retains their fee of 20% and transmits the remaining funds of 80% to the jurisdiction. The vendor will only retain a fee when a collection has been made. In essence, if the vendor does not collect, they do not receive any fee for service; there are no other charges paid by the fire department or City for this service.

The processing of documentation to submit a claim by the fire department to the vendor is relatively simple of which makes this program viable. The additional personnel time to implement this program is minimal and consists of obtaining information at the incident scene, completing a one page information sheet for the vendor, and the electronic submittal to the vendor

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for collection. Fire department administrative staff will coordinate the processing of collected funds with the City Finance Department.

A Cost Recovery Fee Schedule has been specifically developed for this program to eliminate additional personnel and staff time in calculating costs for each incident. The typical response has been broken down into several standard categories and then a dollar amount assigned to each category based on the Fire Department Service Fee Schedule. This will eliminate additional time spent calculating fees by both staff and the vendor of which enables funds collected to be applied towards department operations rather than clerical.

During the 2007 calendar year, the Auburn City Fire Department responded to an estimated 56 motor vehicle incidents involving non Auburn citizens. Conservatively, this would have resulted in an estimated gross collection of approximately \$12,000.00. The net revenue after subtracting vendor fees would have been approximately \$9,600.00. This is calculated using the current fire department Fee Schedule for Services, of which was updated in 2008 to reflect the most current FEMA apparatus rates.

Implementation of this program is far more prevalent outside of California than within but becoming more popular as a needed funding mechanism for services. Locally, several jurisdictions including the City of Sacramento, Sacramento Metro Fire District, City of Rocklin, City of Roseville, and Nevada City have implemented or are in process of doing so. Several local fire districts have fully implemented this program with successful revenue income of which includes: Foresthill FPD, Newcastle FPD, Penryn FPD, Loomis FPD, and Nevada Consolidated FPD.

### **Fiscal Impact**

The cost of this agreement and services provided by the vendor are only collected by the vendor when an invoice has been paid by an insurance carrier. There are no costs paid by the City at any time.

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Attachment(s)

Proposed Professional Services Agreement- City of Auburn/Fire Recovery  
USA

EXHIBIT A SCOPE OF WORK

EXHIBIT B APPROVED FEE SCHEDULE

Proposed Fee Schedule for City of Auburn Fire Department

Worksheet calculations of proposed Fee Schedule

Fire Department Service Fee Schedule Exhibit A; Resolution 08-153

Copy of proposed one page information report for billing



Mark D' Ambrogi  
Fire Chief

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Auburn / Fire Recovery USA)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Auburn a California municipal corporation ("City") and **Fire Recovery USA, a California limited liability company** ("Consultant").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: for Fire Department service billing.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's **March 24, 2009** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **March 24, 2009** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": \_\_\_\_\_.
- 3.4 "Expiration Date": \_\_\_\_\_.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any

such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of fifty-thousand Dollars (\$50,000.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Mike Rivera** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. **COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall deduct its fees prior to submitting the City's portion of the collected amounts to City on a monthly basis, for the services performed pursuant to this Agreement. Each payment shall itemize the services rendered and the runs for which the funds were collected during the billing period.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

**9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 11. INSURANCE



- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
  - 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
  - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
  - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other

policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

## **13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Auburn  
1225 Lincoln Way  
Auburn CA 95603  
Telephone: (530) 823-4211  
Facsimile: (530) 823-4216

If to Consultant:

Fire Recovery USA, LLC  
219 Vernon Street  
Roseville, CA 95678  
Attention: Mike Rivera  
Telephone: (916) 789-8769  
Facsimile: (916) 290-0542

With courtesy copy to:

Michael G. Colantuono, Esq.  
Auburn City Attorney  
Colantuono & Levin, P.C.  
11406 Pleasant Valley Road  
Penn Valley, CA 95946-9024  
Telephone: (530) 432-7359  
Facsimile: (530) 432-7356

With courtesy copy to:

The Watkins Firm, APC  
4520 Executive Drive, Suite 105  
San Diego, California 92121  
Attention: Chris Popov, Esq.

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

- 18.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4. The waiver by City or Consultant of any breach of any term, covenant or

condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Placer County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written

agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**"City"**  
City of Auburn

**"Consultant"**  
*Fire Recovery USA*

By \_\_\_\_\_

By: \_\_\_\_\_  
*Michael Rivera, V.P. of Business Development*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
Michael G. Colantuono, City Attorney

Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

1. Fire Recovery agrees to the responsible party on the Fire Department's behalf for services provided/rendered during MVAs (Motor Vehicle Accidents) and other services. The current rates are listed below, but may change over time. Fire Recovery will provide notice to Fire Department of changes in rates.
2. Fire Recovery will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Fire Department, payments of the agreed upon percentage of said monies to Fire Department, and reporting of progress.
3. Fire Recovery agrees to bill to the best of its ability all claims provided to Fire Recovery by the Fire Department.
4. Fire Recovery will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Fire Department.
5. Fire Recovery agrees to reimburse Fire Department for a portion of the monies collected at a rate of 80% of the total monies collected on the Fire Department's claims.
6. Fire Recovery agrees to pay these monies collected to the Fire Department on a monthly or quarterly basis (at the option of the Fire Department), within seven (7) working days after the close and accounting of the monthly (or quarterly) billing cycle.
7. Fire Recovery agrees to provide monthly reports via e-mail or standard mail to the Fire Department which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Fire Recovery will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Fire Recovery by the Fire Department on the Run Sheets.

## EXHIBIT B APPROVED FEE SCHEDULE

**Consultant will bill at the City's approved rates (shown below), and return the collected funds as per the terms in Exhibit A.**

**Level 1            \$229.00**

- Basic Response
- Single engine Company with 3 Personnel
- Minor Medical Care (First Responder)
- Scene mitigation/clean-up

**Level 2            \$335.00**

Service as defined in Level 1, plus any of the following:

- Duty Officer response for Command and Control
- Assist multi-agencies; Law, CHP, EMS

**Level 3            \$477.00**

Service as defined in Level 1 & 2, plus any of the following:

- Response of a Rescue Unit with 2 personnel
- Extrication of patients
- Response of a Water Tender with 2 personnel
- Vehicle fire extinguishment

**Level 4            \$613.00**

Service as defined in Level 1, 2 & 3, plus the following:

- Response of a Rescue Unit with 2 personnel for extrication of patients and;
- Response of a Water Tender with 2 personnel for vehicle fire extinguishment

**Hourly Billing    \$229.00**

- Incident lasting more than one (1) hour
- Incidents requiring additional resources not identified in Level 1, 2, or 3



# **Auburn City Fire Department Cost Recovery Fee Schedule**

## **Level 1                      \$229.00**

- Basic Response
- Single engine Company with 3 Personnel
- Minor Medical Care (First Responder)
- Scene mitigation/clean-up

## **Level 2                      \$335.00**

Service as defined in Level 1, plus any of the following:

- Duty Officer response for Command and Control
- Assist multi-agencies; Law, CHP, EMS

## **Level 3                      \$477.00**

Service as defined in Level 1 & 2, plus any of the following:

- Response of a Rescue Unit with 2 personnel
- Extrication of patients
- Response of a Water Tender with 2 personnel
- Vehicle fire, extinguishment

## **Level 4                      \$613.00**

Service as defined in Level 1, 2 & 3, plus the following:

- Response of a Rescue Unit with 2 personnel for extrication of patients and;
- Response of a Water Tender with 2 personnel for vehicle fire extinguishment

## **Hourly Billing              \$229.00**

- Incident lasting more than one (1) hour
- Incidents requiring additional resources not identified in Level 1, 2, or 3

Worksheet  
Cost Calculations for Fee Schedule

Level 1		Level 2		Level 3		Level 4	
Description	Rate	Description	Rate	Description	Rate	Description	Rate
Type 1 Engine	\$95.00	Type 1 Engine	\$95.00	Type 1 Engine	\$95.00	Type 1 Engine	\$95.00
Fire Captain	\$26.96	Fire Captain	\$26.96	Fire Captain	\$26.96	Fire Captain	\$26.96
FFE	\$20.90	FFE	\$20.90	FFE	\$20.90	FFE	\$20.90
FFE	\$20.90	FFE	\$20.90	FFE	\$20.90	FFE	\$20.90
Dispatch Call	\$33.00	Dispatch Call	\$33.00	Dispatch Call	\$33.00	Dispatch Call	\$33.00
		Duty Chief	\$34.42	Duty Chief	\$34.42	Duty Chief	\$34.42
Sub Total	\$196.76	Duty Vehicle	\$56.00	Duty Vehicle	\$56.00	Duty Vehicle	\$56.00
Admin Fee (Current rate 16.59%)	\$32.64			Rescue Unit or Water Tender	\$80.00	Rescue Unit	\$80.00
		Sub Total	\$287.18	2 Personnel	\$41.80	2 Personnel	\$41.80
		Admin Fee (Current rate 16.59%)	\$47.64	Sub Total	\$408.98	Water Tender	\$75.00
<b>Total</b>	<b>\$229.40</b>			Admin Fee (Current rate 16.59%)	\$67.85	2 Personnel	\$41.80
		<b>Total</b>	<b>\$334.82</b>			Sub Total	\$525.78
				<b>Total</b>	<b>\$476.83</b>	Admin Fee (Current rate 16.59%)	\$87.23
						<b>Total</b>	<b>\$613.01</b>
All figures are derived from the Fire Department Fee Schedule For Services							

**"EXHIBIT A"**

**FIRE DEPARTMENT FEE SCHEDULE**  
**FIRE DEPARTMENT SERVICE FEE SCHEDULE**

<b>SERVICE/DESCRIPTION</b>	<b>TYPE<sup>1</sup></b>	<b>RATE<sup>2</sup></b>
Fire Apparatus with Pumping Capacity to include: Type 1, 2, 3, or 4, Fire Engine, Water Tender	0001-1000 GPM	\$75.00/hr
	1001-1250 GPM	\$90.00/hr
	1251-1500 GPM	\$95.00/hr
	1501-2000+ GPM	\$105.00/hr
Rescue Fire Apparatus (Light)		\$80.00/per day
Fire Department Sedan		\$45.00/per day
Fire Department Pickup Truck		\$56.00/per day
Fire Department Van		\$64.00/per day
Fire Department SUV		\$80.00/per day
Non-City Equipment or Vehicle		Actual Costs Incurred
Full Time Fire Department Personnel		Current Labor Rates <sup>3</sup>
Volunteer Fire Department Personnel		Current Labor Rates <sup>3</sup>
Administrative Rate		Current Rate <sup>4</sup>

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<sup>1</sup>As represented by pumping capacity in Gallons Per Minute

<sup>2</sup>One hour minimum; 15 minute increments thereafter.

<sup>3</sup>Current Labor Rates:

Full Time Fire Department Personnel: Actual labor rate for the personnel performing services

Volunteer Personnel: Current Office of Emergency Services (OES) Firefighter rate on file

Independent Contractor: Actual Cost Incurred

<sup>4</sup>Current rate as set by the Governor's Office of Emergency Services

## Auburn City Fire Department Motor Vehicle Incident Billing Report

Date:	Department: Auburn City Fire Department		
Incident Number:	Dispatch Number:		
Report Prepared By:	Location of Incident:		
Name of Involved:			Resident <input type="checkbox"/> Yes <input type="checkbox"/> No
Address of Involved:			
Insurance Company & Agent Name:			
Insurance Policy Number:			
Vehicle Make:		Vehicle Model:	
Vehicle License Plate Number:			
Narrative Description of Event and Service Provided (Brief):          			
Emergency Services:			
Total Hours on Call:			
Units on Call:			
Service Provided: <input type="checkbox"/> Level 1- Response Engine Only <input type="checkbox"/> Level 2- Response Engine with Duty Officer <input type="checkbox"/> Level 3- Response with Engine, Duty and Rescue or Water Tender <input type="checkbox"/> Level 4- Response with Engine, Duty, Rescue, and Water Tender <input type="checkbox"/> Additional Resources (Lists):			

